

12250

AGREEMENT

BETWEEN

LOCAL 32, OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO/  
THE ORANGE HOUSING AUTHORITY EMPLOYEES ASSOCIATION

AND

THE HOUSING AUTHORITY OF THE CITY OF ORANGE

## **PREAMBLE**

**THIS AGREEMENT** made between The Housing Authority of the City of Orange, hereinafter referred to as the "Authority", and Local 32, Office and Professional Employees International Union, AFL-CIO/The Orange Housing Authority Employees Association, hereinafter referred to as the "Association", covering employees in the administrative and clerical and maintenance units, has as its purpose the improvement and promotion of harmonious employee relations between The Orange Housing Authority and its employees represented by the Association, the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances and the determination of wages, hours of work and other terms and conditions of employment. Moreover, it is the common objective of the parties to obtain economy and efficiency of operations, safety for employees, increased productivity, protection of property and cleanliness of projects and to cooperate to those ends. In order to improve such areas as organization of work, individual work effort and tenant cooperation with employees>

The period covered by this contract shall be April 1, 1994 to March 31, 1997.

**NOW, THEREFORE**, in consideration of the mutual promises of this Agreement, the parties agree as follows:

## ARTICLE I - RECOGNITION OF RIGHTS AND DEFINITIONS

### 1. Recognition of Association and Unit

A. The Authority hereby recognizes Local 32, O.P.E.I.U., AFL-CIO/The Orange Housing Authority Employees Association as the exclusive representative for collective negotiations for wages, hours of work and other terms and conditions of employment for all its employees in the bargaining unit. The Authority will not negotiate with nor grant rights afforded under terms or provisions of this Agreement to any other employee organization in connection with employees in this unit.

B. Included are:

(1) All full-time permanent and provisional employees of the Authority.

(2) Whenever new classifications of employees are created, the Authority shall assign to such classifications an appropriate unit designation. The Authority will notify the Association in writing of such designation to or elimination of title from the negotiation unit thirty (30) days prior to the effective date of amending such listing. If requested in writing, the Authority will discuss any such designation with the Association. The Association may grieve any such amendment, utilizing the Grievance Procedure.

### 2. Management Rights

A. The Authority, its several departments and subordinate functions retain and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and Constitution of the State of New Jersey and of the United States of America.

B. Except as specifically abridged, limited or modified by terms of this Agreement between the Authority and the Association, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and activities of employees are retained by the Authority and as set forth in the Personnel Policy.

C. Notwithstanding the above provision, the Authority has the right to contract for work in areas wherein it shall be deemed economically appropriate.

D. Except as otherwise specifically provided in this contract, nothing in this contract shall preclude the right of the Authority to determine the standards of service that it

offers; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duties because of lack of work or for any other legitimate reasons; maintain the efficiency of its operations; determine the means, method and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its missions in emergencies and exercise the technology in the performance of its work.

E. The Authority agrees that due consideration will be given to the factors of ability and seniority when filling positions.

F. Pursuant to Civil Service Law, if employees are laid off, they will be referred to the N.J. Department of Personnel for appropriate, re-employment rights. The Authority Agrees to work with the Association to ensure employees' rights in this area.

### 3. Definitions

A. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

B. The term "holiday" means any day as defined in the Personnel Policy, or a day specifically designated by the President, Governor and/or Mayor.

C. The term "work unit" refers to a group of employees whose activities are closely related and whose conditions of work are governed by a single element of managerial activity.

D. The "normal salary" (cost of living increase) shall mean that salary increase granted to an eligible employee, as of April 1 of the fiscal year.

E. "Wage increment" shall mean that salary increase granted to an eligible employee on April 1 of the fiscal year.

F. "Longevity" shall mean that benefits granted to an eligible employee at the established date after each anniversary date of service.

G. An "unfair practice" is any action of either party as defined in Amendment to Chapter 303, Laws of 1968.

H. No general layoff of staff should occur unless there has been a specific cutback in a program for funding by HUD or other economic and/or budgetary constraints.

I. "Authority" shall mean the Board of Commissioners

J. Exempt positions from bargaining unit are: Executive Director, Housing Managers, Maintenance Supervisor, Assistant Maintenance Supervisor, Administrative Secretary Program Director-HAPP, Accounting Assistant.

## **AUTHORITY II - POLICY AGREEMENTS**

### **1. Non-Discrimination**

A. The Authority and the Association agree there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation or association membership, as provided by N.J. State Law 42 U.S.C.A. 2000e, et. seq.

B. To the extent permitted by law, all persons employed in the negotiating unit who are not members in good standing of the Association, or who do not become members in good standing of the Association within ninety (90) days following their employment in the negotiating unit or within ninety (90) days following the execution of this contract, whichever is later, shall be obligated to pay a reasonable monthly sum to the Association representing their fair share of the Association's cost of representing said employees and administering this contract a sum equal to eighty-five percent (85%) of the monthly dues payable by members of the Association to Local 32, O.P.E.I.U., AFL-CIO per month effective on the ninety-first (91st) day following the execution of this contract or the ninety-first (91st) day following their employment, whichever is later. Said employees shall pay said sum directly to the Association, or if said employees execute an authorization for the Authority to deduct said monthly sum from their wages and transmit same to the Association in the same manner as the deduction and transmittal of this provision by the Association shall be only as against said employees directly, without any obligation on the part of the Authority. The Association shall indemnify and save harmless the Authority against any and all claims arising out of said

### **2. Prior Benefits and Practices**

A. All maintenance employees will be provided with the necessary tools and supplies by the Orange Housing Authority in order to perform various job functions. All tools and supplies, while in the possession of maintenance employees, will be their responsibility to adequately secure and maintain. Loss of tools and supplies due to negligence or lack of adequately securing these items, shall be replaced at the employees expense.

B. The Authority agrees to provide the initial issuance of work clothes for all newly hired maintenance employees, including winter and summer clothing, rubber shoes and rain gear, work gloves and steel-tip work shoes for all newly hired maintenance employees within the bargaining unit. After completion of their

first year of employment, all maintenance employees shall receive a clothing allowance of \$200 on April 1st of each year.

C. The Association agrees that once provided, unless specifically authorized, employees will be required to wear same. Failure to comply will be grounds for management not to allow employees to work and to initiate appropriate disciplinary action, if deemed necessary. Appropriate procedures will be followed for the issuance, replacement and return of the shoes and work clothes.

### 3. Dues, Deductions and Membership Information

A. Dues Deduction: The Authority agrees to deduct from the regular paycheck of any employee, the dues of the Association provided the employee submits an authorization for dues deductions in writing and in proper form to the responsible payroll clerk.

Dues so deducted shall be transmitted quarterly to the designated officer of Local 32, O.P.E.I.U., AFL-CIO, together with a listing of the employees included.

B. Membership Information: The Authority agrees to provide to the designated representatives of the Association, working at the Authority, a complete up-to-date listing of all employees covered by this Agreement. The Association shall disclose such information only to its officials and representatives whose duties require access to such information.

C. The Association shall certify, in writing, to the Authority the names of its officers, executive board members, its chief steward, shop stewards, any other officials, its negotiating committee members, and Labor Management Committee, at time of execution of contract, and any changes thereto as may occur during the term of this contract. The Association shall have the right to select its shop stewards. The number of these stewards and area to be covered by each shall be determined by agreement between the Association and the Authority, but shall not be less than one steward for each project site or job classification where applicable.

D. The Authority agrees that due consideration will be given to the position of shop steward, to be named by the Association. The Authority will release three maintenance employees and one administrative employee from Authority duties to devote time to Association business and activities including the handling of grievances.

E. For the purpose of processing a grievance, the shop steward shall be entitled to meet with the aggrieved employee. Each shop steward shall represent O.H.E.A. only at his assigned

project. These individuals shall retain their Civil Service titles and shall receive normal pay for that appropriate title and in addition shall be eligible for Civil Service promotional examinations. It is further agreed that these four (4) representatives shall be required to work on overtime schedules.

F. The Authority agrees to allow the Association's employees' representative sufficient time for union activities whenever necessary, not to exceed one (1) hour on any day, with written permission of his/her supervisor.

#### **4. Policy Agreements, Strikes and Lockouts**

A. During the term of this Agreement, the Association agrees not to engage in or support any strike, work stoppage, slowdown, or other job action by employees covered by this Agreement.

B. No lockout of employees shall be instituted or supported by the Authority during the terms of this Agreement.

C. The Association recognized its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.

D. These agreements are not intended to limit the freedom of speech or demonstration of the Association or its members, as consistent with paragraph A heretofore mentioned.

E. It is agreed that the parties shall refrain from the commitment of any unfair practice and it is further agreed that the requirements of negotiability as set forth in Chapter 303, Laws of 1968 and as amended, shall guide the conduct of the parties during the term of this Agreement.

F. Subject to the express terms and conditions contained in this contract, the Authority agrees that its practices and policies relating to the general working conditions of the employees in the negotiating unit shall be maintained at no less than the highest standard in effect at the time of execution of this contract, and the same shall be improved whenever specific provisions for improvement are made elsewhere by this contract, or by separate written agreement of the parties. Nothing herein shall be construed to limit the power of the Authority.

G. In accordance with Orange Housing Authority established personnel policy, all employees must conduct themselves in a professional manner. The parties agree that all supervisory personnel shall deal with subordinates in a manner that insures dignity and respect.

#### **5. Administration of Agreement**

A committee consisting of the Authority and Association representatives shall meet for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise therefrom.

Said committee meetings shall be scheduled as needed, throughout the year. For the purpose of this Agreement, these meetings are not intended to by-pass the grievance procedures nor are intended as a means of fostering good and sound employment relations through communications between the parties.

Either party may request other meetings and shall submit a written agenda of topics to be discussed seven (7) working days prior to such a special meeting.

A maximum of four (4) employee representatives of the Association may attend such meetings and if held during regular work hours, they shall be granted time to attend without loss of pay.

#### **6. Association Business**

A. In the event that a bargaining unit member is being disciplined for any reason whatsoever, the Authority shall notify the Association representative immediately or as soon as practicable.

### **ARTICLE III - CIVIL SERVICE RULES**

The administrative and procedural provision and controls of Civil Service Law and the Rules and Regulations promulgated hereunder are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not therein contained.

Where the terms of the Agreement specifically indicate an understanding contrary to or in conflict with any such provisions, the parties agree to jointly seek modification or amendment of the particular rule or statute to be then consistent with the terms of the Agreement by appeal to the Civil Service Commission or the legislature.

### **ARTICLE IV - GRIEVANCE PROCEDURE**

#### **1. Grievance Definition**

A "grievance" is:

A. A breach, misinterpretation or improper application of the terms of this Agreement; or



B. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders, applicable to the Authority or department which employs the grievant affecting the terms and conditions of employment.

## **2. Purpose**

A. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of the Agreement, or other conditions of employment and to provide an exclusive vehicle for the settlement of employee grievances under Civil Service Rule 4:1-23.2.

B. It is agreed that the individual employee is entitled to use this grievance procedure and to be represented by the Association upon his request in accordance with the provisions hereof. He shall not be coerced, intimidated or suffer any reprisal as a direct or indirect result of such use.

C. In the event a formal charge of misconduct is made by the Authority against an employee and if he so requests, he shall be entitled to a representative of the Association only as a witness or as an advisor during any subsequent interrogation of the employee concerning such charge. No recording of such procedure shall be made without notification to the employee. There shall be no presumption of guilt. The employee and or the Association, if present, may request and receive a copy of such recording.

D. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration or to represent an employee before Civil Service. The Association's decision to request the movement of any grievance at any step or to term the grievance at any step shall be final as to the interests of the grievant and the Association.

E. No grievance settlement reached between the Orange Housing Authority and the Association under the terms of this Agreement shall add to, subtract or modify any terms of this Agreement or existing laws and any grievance so adjusted shall have no force or effect.

## **3. Scope of Grievance Procedures**

A. Where the grievance involves an alleged violation of rights and privileges specified in Civil Service law and rules for which there is specific appeal to Civil Service, the employee shall present his complaint to Civil Service directly. The Association may represent the employee before Civil Service and its representative need not be an attorney. The employee has the right to select his representative.

B. This grievance procedure shall not serve as an avenue of appeal for matters which must be by law and Civil Service rules be decided by Civil Service through its exclusive appeal procedure which shall include but not be limited to the following unless same is changed by law:

- (1) Removal;
- (2) Suspension of more than five (5) days at one time;
- (3) Suspension or fines more than three (3) times or for an aggregate of more than fifteen (15) days in one calendar year;
- (4) Demotion (lowering in rank, rate or range);
- (5) Layoffs;
- (6) Removal at end or during working test period;
- (7) Classification reviews;
- (8) Salary range reviews;
- (9) Removal of names from eligible list;
- (10) Examination reviews.

C. Grievances, other than those affecting Civil Service laws shall be taken to the appropriate Federal and/or State agency.

D. The provision of Article II, paragraph 2, Prior Benefits and Practices, are not subject to the grievance procedure.

#### **4. General Rules and Procedures**

A. Subject to Authority regulations, the officers or any authorized representatives of the Association not in the employ of the Authority in reasonable number shall, upon written request by the Association and approval by the Authority, have admission to the Authority's premises during working hours for the purpose of ascertaining whether this contract is being observed by the parties hereto or assist in the adjustment of grievances, as hereinafter provided.

B. The Authority shall permit a reasonable number of bulletin boards on its premises to be used for posting notices, announcements of Association meetings and appointments, and activities of a recreational or social nature. These bulletin boards shall not be labeled with the Association name. No notice

shall be posted containing material of a controversial or political nature or which might conflict with the Authority rules and regulations. The Association agrees that it will not engage in the recruitment activities during business hours.

C. Any dispute, difference or controversy involving the interpretation, application or enforcement of any provision of this contract, or the rules or regulations, policies or orders applicable to the Authority affecting the terms and conditions of employment or involving disciplinary matters shall be deemed a grievance to be processed as herein provided.

A five (5) step grievance procedure.

Nothing herein shall be construed to require the Association or its representatives to process, or continue to process, any grievance of any employee that it deems without merit or contrary to the position of the Association as the exclusive collective negotiating representative.

#### **5. Grievances, Investigation, Grievance Steps and Parties**

A. When disciplinary action has been meted out to an employee or when an employee feels that he is not being justly treated, he may, in writing, state the grievance and:

(1) Submit same to the department head;

(2) if an adjustment is not made by the department head within five (5) working days from the submission of the grievance, then the matter is to be referred to the Executive Director;

(3) the Executive Director shall pass judgment within five (5) working days or grant the employee a hearing within said five (5) working days;

(4) if the employee feels that the grievance has not been fairly adjusted, he may then appeal to the Commissioners of the Authority for a hearing before the Board of Commissioners. Such request for requested Board action must be made in writing and submitted to the Executive Director, addressed to the Chairman of the Board, with all pertinent papers and documentation attached. The Board may grant the employee a hearing or review the papers and documentation submitted and pass judgment on the matter.

B. The settlement of any grievance agreed upon by the Authority and the Association at any step shall be final and binding on the Authority, the Association and employees involved.

C. If the employee is dissatisfied with the decision made

in Step IV, the Association may request final and binding arbitration by the following procedure:

(1) Within thirty (30) calendar days from notification of decision rendered in Step IV, the employee will notify the Executive Board of O.H.E.A., in writing, that the employee wishes to move to Step V, arbitration. If it shall be the decision of the Executive Board to proceed to arbitration, then and in that event, the Executive Board of the Association shall notify the Executive Director that said case is moving to arbitration.

(2) The parties may jointly agree upon the selection of an impartial arbitrator; failing such agreement, the arbitrator shall be selected under the rules and regulations of the New Jersey State Board of Mediation.

(3) The disposition of any grievance presented to arbitration (Step V, Arbitration) by the Authority and Association, shall conclude grievance procedures subject to such legal procedures as may be appropriate.

(4) The cost of arbitration shall be shared equally by the Authority and the Association.

(5) With respect to the foregoing procedures, the Association shall be entitled to process grievances in its own name. Any grievance of a general nature concerning the interpretation, inequitable application, violation or non-compliance with this contract shall be filed by the Association at Step IV without resorting to the previous steps. Any grievance of employee of such general nature shall similarly be filed by the Association at Step IV.

## **ARTICLE V - SALARY PROGRAM AND COMPENSATION**

### **1. Compensation Adjustment**

A. The Authority will take appropriate steps so that a person using his/her car on Authority business must first be authorized to do so, and will not be so authorized unless he/she has submitted evidence of public liability and property damage insurance coverage. The Authority will have secondary liability insurance coverage on such cars. Employees using their cars are entitled to up to fifty dollars (\$50.00) per month pursuant to policy as amended. Department heads are to advise all personnel of these regulations.

B. Whereas, the Board of Commissioners resolve that it be compulsory that all maintenance personnel are required to work stand-by. Now, therefore, the Authority shall compensate maintenance employees required to work stand-by at time-and-one-half the regular hourly rate. Sundays and holidays at two (2) times the regular hourly rate. Building maintenance workers shall be compensated at the fifth step of the Maintenance Repairer range and/or longevity where applicable.

## **2. Salary Program**

A. Effective April 1, 1994, an across-the-board increase of two percent (2%) for all classifications of employees covered by the Agreement. The current salary range shall be revised to reflect this two percent (2%) across-the-board increase for 1994.

B. In addition to the two percent (2%) across-the-board increase set forth above, there shall be paid to each employee entitled retroactive increase from April 1, 1994, through the date of payment, full increments to all employees entitled to receive same in 1994.

C. Effective April 1, 1995, an across-the-board increase of two percent (2%) for all classifications of employees covered by the Agreement. The 1994 salary range shall be revised to reflect this two percent (2%) across-the-board increase for 1995.

D. In addition to the two percent (2%) across-the-board increase set forth above, there shall be paid full increments to all employees entitled to receive same in 1995.

E. Effective April 1, 1996, the parties shall begin negotiations to re-open only that part of the Agreement affecting wages.

F. Negotiations shall commence on or about February 1, 1997, for a successor collective bargaining agreement to commence April 1, 1997. Said negotiations shall cover wages and other economic issues. In the event that agreement is not reached by April 1, 1997, all time in dispute shall be submitted for final binding arbitration to an arbitrator to be agreed upon by the parties, or failing such agreement, to an arbitrator selected by and under the rules and regulations of the Public Employment Relations Commission. Any economic and wage increase shall be effective as of April 1, 1997.

G. Salary adjustments for the fiscal year starting April 1, 1994 to March 31, 1997, will be subject to local comparability and HUD approval of the operating budget and compliance with any other regulatory requirements imposed by HUD.

## ARTICLE VI - HEALTH BENEFITS

### 1. Health

A. All permanent, full-time employees and dependents are to be covered by hospital and major medical insurance with the premium paid in full by the Housing Authority.

B. Such health coverage shall commence on the first day of the third month following the employees' completion of two months of service with the Authority.

C. The Authority will provide a dental plan comparable to the benefits afforded the City of Orange employees, more specifically known as the Dental Care Program provided by the New Jersey State Plan.

D. During the term of this Agreement, the Orange Housing Authority agrees to provide a drug prescription plan with a five dollar (\$5) employee co-pay for brand names and two dollar (\$2) co-pay for generic.

### 2. Life

A. All permanent, full-time employees shall be covered for life insurance covered by PERS at the rate of one and one-half (1-1/2) times the current annual salary for contributing employees and one and one-half (1-1/2) times the current salary for non-contributing employees.

B. Coverage shall be equal to three and one-half (3-1/2) times the employee's annual salary at time of employment and coverage increases as annual salary increases.

C. Life insurance premiums are to be distributed by one-half (1/2) of one percent (1%) of current salary to be paid by the employee, the balance to be paid by the Authority.

### 3. Pension

A. All permanent, full-time employees of the Authority shall be covered by a pension plan underwritten by PERS.

B. Premiums for the pension plan are to be paid by the employee and the Authority. The employee's rate will be determined by PERS, based upon his age at the time of enrollment. The Authority will pay the balance pursuant to PERS rules and regulations.

### 4. Workers' Compensation

A. All employees shall be covered with Worker's Compensation Insurance, as required by New Jersey State Law. Claim compensation shall be paid in accordance with requirements of the New Jersey State rules and regulations.

B. All employees shall be provided with safe, sanitary and healthful working conditions.

C. All new employees shall be required to have a medical examination at the time of employment. Cost of the examination to be paid by the Authority to a doctor designated by the Authority.

D. Any employee returning to work after three days of sick leave may be required to submit a certificate by the employee's attending physician indicating his physical fitness to return to his assigned duties. Also, an employee who returns to work from extended sick leave, may be required to undergo a medical examination by the physician designated by the Authority to examine his physical fitness to return to his assigned duties. The cost of such examination to be paid by the Authority. The fiscal decision will be based on the Authority's doctor's determination.

#### **5. Eyeglass Plan**

The employer agrees to provide a vision plan to include annual examinations and lenses and frames for employee only. Plan shall provide an annual reimbursement of \$35.00 for eye exam and \$35.00 for lenses/frames. Unused reimbursement is not cumulative.

#### **ARTICLE VII - DEATH OF FAMILY MEMBER**

With respect to the Orange Housing Authority's personnel policy concerning "death in the family of an employee", said policy shall be amended to include the granting of four (4) days administrative leave at the time of death of grandparents, mother, father, mother-in-law, father-in-law, grandchild, spouse, child, foster child, sister or brother of employee.

It shall also include relatives of the employee residing in the employee's household. It is further understood that this aspect of the Agreement is essentially an experiment and is open for modification based upon experience at any time.

#### **ARTICLE VIII-- ANNUAL LEAVE**

The Authority shall provide each bargaining unit member with a statement on a bi-weekly pay stub of that employee's accumulated leave as of that date. This statement shall indicate the total accumulated sick leave, annual leave and personal leave of the employee.

This contract shall expire at twelve o'clock midnight on March 31, 1997.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 16th day of MAY, 1995.

LOCAL 32, O.P.E.I.U., AFL-CIO/  
THE ORANGE HOUSING AUTHORITY  
EMPLOYEES ASSOCIATION

By: Lance Hammond  
Lance Hammond, President

By: Peter Montagna  
Peter Montagna

By: Frederick Turrentine  
Frederick Turrentine

By: Michael Fryer  
Michael Fryer

By: Lois Cuccinello  
Lois Cuccinello, Assist. Business Mgr.  
Local 32, O.P.E.I.U., AFL-CIO

HOUSING AUTHORITY OF THE  
CITY OF ORANGE

By: Therese H.  
Chairperson

By: William D.  
Executive Director

By: Charles A. Griffith, Esq.  
Counsel